



REQUEST FOR QUOTATION

QUOTATIONS WILL BE RECEIVED UNTIL 5:00 P.M. M.S.T.
ON APRIL 20, 2007

DATE: APRIL 11, 2007

RFQ NO. R9-7-050

ARIZONA DEPARTMENT OF
PUBLIC SAFETY
2102 W. ENCANTO BLVD.
P O BOX 6638 MAIL DROP 1330
PHOENIX ARIZONA 85005
PHONE (602) 223-2262
FAX (602) 223-2944
Page 1 of 8

VENDOR QUOTATION

Read the terms and conditions attached before preparing your quotation. Vendor should quote his best price, **FOB Destination**, including all delivery charges, but excluding applicable taxes. Delivery schedule and discount for early payment should be indicated in the spaces provided below. Return your quotation promptly to Finance at the above address, referencing the RFQ number on your return envelope, or fax to **(602)-223-2944**.

THIS IS NOT A PURCHASE ORDER.

**DELIVERY POINT: ARIZONA DEPARTMENT OF PUBLIC SAFETY
2010 WEST ENCANTO BLVD., PHOENIX, AZ 85009**

**PROCUREMENT SPECIALIST:
CAROL J. WILSON**

ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
			The Arizona Department of Public Safety is requesting your quote to provide:		
1	1,200	EA	Oleoresin capsicum (OC) water-based aerosol spray Sabre Red MK-4, Level III	\$ _____	\$ _____
2	250	EA	After the initial purchase of 1,200 canisters, DPS will purchase approximately 250 per year. Please provide a cost for 250 or less and state if a price break occurs. Please specify shelf life of OC spray: _____ If bidding other than Sabre Red MK-4, Level III, please indicate brand being offered and submit sample: _____ _____% Tax	\$ _____	\$ _____

THIS SECTION MUST BE COMPLETED BY VENDOR

Company Name Address City State Zip Telephone No.

Fax No.

Delivery is promised within _____ calendar days after receipt of an order. If payment is made within _____ days after receipt of goods or services, the buyer is entitled to a discount of _____% on the above listed price(s).

Signature

Date

Typed Name and Title



Uniform Terms and Conditions

RFQ R9-7-050

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Page 2 of 8

The State of Arizona's Uniform Terms and Conditions, and Instructions to Offerors are hereby incorporated by reference.

1. Quotations, in order to receive consideration, must be on page one, signed and received in DPS Finance no later than the time and business date specified on the Request for Quotation.
2. These are informal quotations and are not read at a public opening, but information may be obtained at any time after they have been tabulated, evaluated and awarded.
3. Unless otherwise specifically provided in this Request for Quotation, all equipment, materials, parts and other components incorporated in the work or end item covered by this contract shall be completely new, of the latest model and of the most suitable grade for the purpose intended. Any and all work under this contract shall be performed in a skilled and workmanlike manner.
4. In case of error in the extension of prices in the Quotation, the unit price will govern. No Quotation shall be altered, amended or withdrawn after the specific date for receiving Quotations. Negligence on the part of the Vendor in preparing the Quotation confers no right for the withdrawal of the Quotation after it has been opened.
5. Unless the Vendor states otherwise, the Buyer reserves the right to award by individual line item, by groups of line items, or as a total, whichever is deemed most advantageous to the State.
6. The State of Arizona is exempt from Federal Excise Tax, including Federal Transportation Tax. Exemption certificates will be furnished upon request. Sales tax, if any, should be indicated as a separate item.
7. A separate invoice shall be issued for each shipment and no payment will be made prior to receipt of goods or services and correct invoice. Payment shall be subject to the provisions of Title 35 of Arizona Revised Statutes.
8. Payment discount periods will be computed from the date of receipt of goods/services or correct invoice, whichever is later, to date Buyer's warrant is mailed. Unless freight and other charges are itemized, any discount provided will be taken on the full amount of invoice. Payment discounts of thirty (30) calendar days or more will be deducted from the bid price in determining the low bid. However, the Buyer shall be entitled to take advantage of any payment discount offered by the Vendor provided payment is made within the discount period.
9. Periods of time, stated as a number of days, shall be calendar days.
10. Samples requested must be furnished free of any expense and, if not destroyed or required as a future quality standard on award items, will upon request, be returned at the Vendor's expense.
11. Vendor agrees to indemnify, defend, and save the Buyer harmless from any loss, damage or expense whatsoever resulting to the Buyer from any and all claims and demands on account of infringement or alleged infringement of any patent in connection with the manufacture or use of any product included in this Request for Quotation. Vendor will indemnify Buyer against all claims for damages to persons or property resulting from defects in materials or workmanship.
12. The right is reserved to reject any, or all, bids, combinations of items, or lot, and to waive informalities not inconsistent with law.
13. Any manufacturer's names, trade names, brand names or catalog numbers used in the specifications are for the purpose of describing and establishing the general quality level, design and performance desired. Such references are not intended to limit or restrict bidding by other vendors but are intended to approximate the quality design or performance which is desired. Any bid which proposes like quality, design or performance will be considered. If the description of your offer differs in any way, you must give complete detailed description of your quotation including pictures and literature where applicable. Unless a specific exception is made, the assumption will be that you are bidding exactly as specified on the Request for Quotation.
14. Erasures, interlineations or other changes must be initialed by the person(s) signing the Request for Quotation.
15. This Request for Quotation and any resulting contract shall be governed by the Uniform Commercial Code, as adopted in the State of Arizona and the Arizona Procurement Code and shall be governed by the law of the State of Arizona. Suits pertaining to this Quotation may be brought only in the courts of the State of Arizona.
16. Any contract resulting from this Request for Quotation is subjected to cancellation by the Governor for conflict of interest pursuant to A.R.S. 38-511, the provisions of which are incorporated herein.



Special Instructions to Offerors

RFQ R9-7-050

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Page 3 of 8

1. **Special Instructions: State of Arizona Purchasing Card Program Option:** The State Of Arizona has implemented a purchasing card program. Participating vendors may receive payments from the Department of Public Safety via this purchasing card program. Bidder/Offerors should consult with their servicing bank to discuss this program and all applicable fees.
2. **Brand Name:** Any manufacturer's names, trade names, brand names or catalog numbers used in the specifications are for the purpose of describing and establishing the general quality level, design and performance desired. Such references are not intended to limit or restrict bidding by other vendors but are intended to approximate the quality design or performance which is desired. Any bid which proposes like quality, design or performance will be considered. If the description of your offer differs in any way, you must give complete detailed description of your quotation including pictures and literature where applicable. Unless a specific exception is made, the assumption will be that you are bidding exactly as specified on the Request for Quotation
3. **Samples:** If a brand other than Sabre Red is being bid, a sample must be received by the solicitation closing date of _____. The sample must be sent to AZ DPS, 2102 W. Encanto Blvd, Phoenix, AZ 85009 or P.O. Box 6638, MD 1330, Phoenix, AZ 85005-6638. Samples shall be furnished at no expense to the state and shall be identified as to the supplier, manufacturer, part number, model number, type, grade, applicable stock number, etc. If not destroyed by testing, samples will be returned at the supplier's request and expense. If no instructions are received for their return, samples will be discarded 30 days after award date.
4. **Value in Procurement:** Through the Governor's Efficiency Review initiative the Value in Procurement Committee has been established. A major initiative of the VIP Committee is to aggregate specific procurements to increase efficiency and cut costs. The VIP Committee may designate and establish a statewide contract for these types of goods or services. At such time, this contract may not be extended beyond its current term, although additional contract extensions may still be available.
5. **Offshore Performance of Work Prohibited:** Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and may involve access to secure or sensitive data or personal client data or development or involve modification of software for the State shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or "overhead" services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.
6. **Federal Immigration Laws, Compliance by State Contractors:**
By signing the Offer, the Offeror warrants that it and all proposed subcontractors are in compliance with the Federal Immigration and Nationality Act (FINA) and all other Federal immigration laws and regulations related to the immigration status of its employees. The Offeror shall obtain statements from all proposed subcontractors certifying compliance with this requirement and shall furnish the statements to the Procurement Officer upon request.
7. **IT 508 Compliance:** Unless specifically authorized in the Contract, any electronic or information technology offered to the State of Arizona under this contract shall comply with A.R.S. § 41-2531 and § 41-2532 and Section 508 of the Rehabilitation Act of 1973, which requires that employees and members of the public shall have access to and use of information technology that is comparable to the access and use by employees and members of the public who are not individuals with disabilities.



Special Terms and Conditions

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Page 4 of 8

The Following Special Terms and Conditions are an Explicit Part of The Solicitation and any Resultant Contract.

1. **Evaluation:** In accordance with the Arizona Procurement code §41-2535, awards shall be made to the responsible bidder submitting the quotation which is most advantageous to the State and conforms to the solicitation.
2. **Term of Contract:** The term of any resultant contract shall commence on the date of award and shall continue for a period of one (1) year thereafter, unless terminated, cancelled or otherwise provided herein.
3. **Contract Renewal:** The contract shall not bind nor purport to bind the State for any contractual commitment in excess of the original contract period. The Department of Public Safety reserves the right, upon mutual agreement between the Department of Public Safety and the successful offeror, to renew the contract for supplemental periods of up to a maximum of twenty-four (24) months or a portion thereof. If such rights are exercised, all terms, conditions and provisions of the original contract shall remain the same and apply during the renewal period unless otherwise stipulated.
4. **Price Adjustment (after 1 year):** The Department of Public Safety may review a fully documented request for a price increase only after the contract has been in effect for one (1) year. A price increase adjustment shall only be considered at the time of a contract extension and shall be a factor in the extension review process. The Department of Public Safety shall determine whether the requested price increase or an alternate option is in the best interest of the State. The price increase adjustment, if approved, will be effective upon the effective date of the contract extension. Price reductions will become effective upon acceptance by the State. The price increase adjustment, if approved, will be effective upon the effective date of the contract extension.

Price reductions will become effective upon acceptance by the state.

5. **Estimated Quantities:** This solicitation is for one thousand two hundred pepper spray containers. Subsequent orders will consist of varying quantities. DPS expects to purchase approximately two hundred fifty (250) per year. The Department reserves the right to increase or decrease any quantities actually acquired. No commitment of any kind is made concerning quantities and that fact should be taken into consideration by each potential bidder.
6. **Delivery:** Delivery shall be made within thirty (30) days of receipt of the purchase order. If delivery is not completed within the required thirty (30) days the Department reserves the right to purchase the items(s) specified on the open market.
7. **Current Products:** All products offered in response to this solicitation shall be in current and ongoing production; shall have been formally announced for general marketing purposes; shall be a model or type currently functioning in a user (paying customer) environment and capable of meeting or exceeding all specifications and requirements set forth in this solicitation.
8. **Defective Products:** All defective products shall be replaced and exchanged by the contractor. The cost of transportation, unpacking, inspection, repacking, reshipping or other like expenses shall be paid by the vendor. All replacement products must be received by the Department within ten (10) days of initial notification.
9. **Shipping F.O.B. Destination:** Prices shall be F.O.B. Destination to Phoenix, Arizona including all delivery charges but excluding applicable taxes to the specified receiving point as required by Arizona Department of Public Safety at the time of order. Contractor shall retain title and control of all goods until they are delivered,



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Page 5 of 8

received and contract of coverage has been completed. All risk of transportation and all related charges shall be the responsibility of the contractor. All claims for visible and concealed damage shall be filed by the contractor. The State will notify the contractor promptly of any damaged goods and shall assist the contractor in arranging for inspection.

10. Any manufacturer's names, trade names, brand names or catalog numbers used in the specifications are for the purpose of describing and establishing the general quality level, design and performance desired. Such references are not intended to limit or restrict bidding by other vendors but are intended to approximate the quality design or performance which is desired. Any bid which proposes like quality, design or performance will be considered. If the description of your offer differs in any way, you must give complete detailed description of your quotation including pictures and literature where applicable. Unless a specific exception is made, the assumption will be that you are bidding exactly as specified on the Request for Quotation.
11. **Emergency Purchases:** The Arizona Department of Public Safety reserves the right to purchase from other sources those items which are required on an emergency basis and cannot be supplied immediately by the contract vendor.
12. **Discount Rates:** The contractor(s) shall be responsible for disclosing and honoring all applicable discount rates contained herein (i.e. Purchasing Card, Electronic Ordering Systems, Quantity Purchase, Special Educational and Prompt Payment discounts) to the Department of Public Safety. Disclosure shall be made during all verbal and written communications, order confirmations, and on invoicing activities made under the resultant contract(s). Failure to disclose and include all applicable discount rates to contracted customers may result in contract cancellation.
13. **Value in Procurement:** Through the Governor's Efficiency Review initiative the Value in Procurement Committee has been established. A major initiative of the VIP Committee is to aggregate specific procurements to increase efficiency and cut costs. The VIP Committee may designate and establish a statewide contract for these types of goods or services. At such time, this contract may not be extended beyond its current term, although additional contract extensions may still be available.
14. **Offshore Performance of Work Prohibited:** Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and may involve access to secure or sensitive data or personal client data or development or involve modification of software for the State shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or "overhead" services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.
15. **Federal Immigration Laws, Compliance by State Contractors :** By entering into the Contract, the Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA) and all other Federal immigration laws and regulations related to the immigration status of its employees. The Contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the U.S. Department of Labor's Immigration and Control Act, for all employees performing work under the Contract. I-9 forms are available for download at USCIS.GOV.



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Page 6 of 8


The State may request verification of compliance for any Contractor or subcontractor or any of its subcontractors performing work under the Contract. Should the State suspect or find that the Contractor or any of its subcontractors are not in compliance, the State may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contractor for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor performing work under the Contract.

- 16. IT 508 Compliance:** Unless specifically authorized in the Contract, any electronic or information technology offered to the State of Arizona under this contract shall comply with A.R.S. § 41-2531 and § 41-2532 and Section 508 of the Rehabilitation Act of 1973, which requires that employees and members of the public shall have access to and use of information technology that is comparable to the access and use by employees and members of the public who are not individuals with disabilities.
- 17. Questions :** Questions pertaining to this solicitation shall be directed to Carol Wilson, Procurement Specialist at (602) 223-2452 or e-mail cwilson@azdps.gov.

Fax your response to: Carol Wilson, Procurement Specialist, at (602) 223-2944.

(NOTE: Responses due prior to 5:00 P.M. M.S.T. on April 20, 2007)

Please submit the attached Small Business - MBE/WBE Certification with your bid.

	<p style="text-align: center;">Specifications</p> <p style="text-align: center;">RFQ R9-7-050</p>	<p>Arizona Department of Public Safety 2102 W. Encanto Blvd. P.O. Box 1660 Mail Drop 1330 Phoenix, AZ 85005 Phone: (602) 223-2262 Fax: (602) 223-2944 Page 7 of 8</p>
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- 1.0 Specifications for Oleoresin Capsicum (OC) water-based aerosol spray (Sabre Red MK -4 Level III, part #52H2O30, 3.3 oz., or approved equivalent):
 - 1.1 Active ingredient: Ten percent (10%) Oleoresin Capsicum solution (water-based) and 1.33% Major Capsaicinoids as determined via High Performance Liquid Chromatography (HPLC) analysis.
 - 1.2 Product to contain an invisible ultraviolet light sensitive dye for identification purposes.
 - 1.3 Delivery method: stream.
 - 1.4 Delivery system must allow spray to be effective regardless of angle of canister. The propellant must be a non-carcinogenic agent (such as dimethyl 134).
 - 1.5 Product must have minimum shelf life of three (3) years.
 - 1.6 Canister dimensions: 1.5 inches in diameter; approximately 6.25 inches high
 - 1.7 Firing mechanism: flip top.

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Attachment

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Page 8 of 8

In accordance with A.R.S. §41-1001 (19), A.R.S. §41-2535, and Rule R2-7-335, Arizona Procurement Rules. The following form is to be completed by the supplier to certify that acquisition of materials or services, **between the aggregate amount of \$1001 and \$50,000**, are made to small businesses.

Arizona Revised Statute §41-1001, State Government;

Paragraph 19. "Small Business" means a concern, including its affiliates, which is independently owned/operated, which is not dominant in its field and which employs fewer than 100 full-time employees OR which had gross receipts of less than \$4 million dollars in its last fiscal year. For the purpose of specific rule, an agency may define small business to include more persons if it finds that such a definition is necessary to adapt the rule to the needs and problems of small businesses and organizations.

I CERTIFY THAT THE BUSINESS IDENTIFIED ON THIS FORM IS A SMALL, MINORITY, AND/OR WOMAN OWNED BUSINESS AS PER THE DEFINITION ABOVE:

CHECK ONE ONLY

<input type="checkbox"/> Small Business	<input type="checkbox"/> Woman Owned Business	<input type="checkbox"/> Small, Woman Owned Business
<input type="checkbox"/> Small Business, African American Owned	<input type="checkbox"/> Woman Owned Business, African American	<input type="checkbox"/> Small, Woman Owned Business, African American
<input type="checkbox"/> Small Business, Asian Owned	<input type="checkbox"/> Woman Owned Business, Asian	<input type="checkbox"/> Small, Woman Owned Business, Asian
<input type="checkbox"/> Small Business, Hispanic Owned	<input type="checkbox"/> Woman Owned Business, Hispanic	<input type="checkbox"/> Small, Woman Owned Business, Hispanic
<input type="checkbox"/> Small Business, Native American Owned	<input type="checkbox"/> Woman Owned Business, Native American	<input type="checkbox"/> Small, Woman Owned Business, Native American
<input type="checkbox"/> Small Business, Other Owned	<input type="checkbox"/> Woman Owned Business, Other	<input type="checkbox"/> Small, Woman Owned Business, Other
<input type="checkbox"/> Minority, African American Owned Business		
<input type="checkbox"/> Minority, Asian Owned Business		
<input type="checkbox"/> Minority, Hispanic Owned Business		<input type="checkbox"/> Non-Profit Organization
<input type="checkbox"/> Minority, Native American Owned Business		<input type="checkbox"/> Disabled Owned Business
<input type="checkbox"/> Minority Owned Business, Other		<input type="checkbox"/> Non-Small, Non-Minority, Non-Woman Owned

Supplier		
Name		
Address		
City, State, Zip		
Contact Person		
Federal Tax ID or SSN		
Signature		
Phone	Fax	Date

Note: Please submit this form with your solicitation response.